

AGENDA
RESCHEDULED REGULAR MEETING OF COUNCIL
November 2, 2020
6:30 PM

1. ROLL CALL
2. READING OF MINUTES
3. REPORTS & COMMUNICATIONS FROM MAYOR & HEADS OF DEPARTMENTS AND INTERESTED PARTIES AND CITY CLERK'S NOTES
 - 3.A LACKAWANNA COUNTY PLANNING COMMISSION SUBDIVISION AND LAND DEVELOPMENT EVALUATION REPORT REVIEWED OCTOBER 20, 2020.

[Lackawanna County Planning Commission Evaluation Report dated 10-20-2020.pdf](#)
 - 3.B CORRESPONDENCE RECEIVED FROM NATIONAL DEVELOPMENT COUNCIL DATED OCTOBER 26, 2020 REGARDING SCRANTON PARKING SYSTEM OPERATIONS UPDATE.

[Correspondence received from NDC dated 10-26-2020.pdf](#)
 - 3.C SINGLE TAX OFFICE CITY FUNDS DISTRIBUTED COMPARISION REPORT 2019-2020 YEAR TO DATE OCTOBER 31, 2020.

[Single Tax Office City Funds Distributed October 2019-2020.pdf](#)
 - 3.D CORRESPONDENCE RECEIVED FROM CITY CONTROLLER DATED OCTOBER 22, 2020 REGARDING PAYROLL OVERTIME BY DEPARTMENT JANUARY TO OCTOBER 2020.

[Correspondence received from Controller dated 10-22-2020 re Payroll Overtime by Department.pdf](#)

4. CITIZENS PARTICIPATION

5. INTRODUCTION OF ORDINANCES, RESOLUTIONS,
APPOINTMENT AND/OR RE-APPOINTMENTS TO BOARDS &
COMMISSIONS MOTIONS & REPORTS OF COMMITTEES

5.A MOTIONS.

5.B NO BUSINESS AT THIS TIME.

6. CONSIDERATION OF ORDINANCES - READING BY TITLE

6.A READING BY TITLE - FILE OF THE COUNCIL NO. 32, 2020 - AN
ORDINANCE - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE
OFFICIALS OF THE CITY OF SCRANTON TO DONATE AN OBSOLETE AND
INACTIVE FIRE ENGINE TO JOHNSON COLLEGE FOR USE.

[Ordinance-2020 Donation of Obsolete and Inactive Fire Engine to
Johnson College.pdf](#)

7. FINAL READING OF RESOLUTIONS AND ORDINANCES

7.A FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION -
RESOLUTION NO. 85, 2020 - APPOINTMENT OF MARY JO SHERIDAN, 123
SCHLAGER STREET, SCRANTON, PENNSYLVANIA, 18504, TO SERVE AS A
MEMBER OF THE LAND BANK EFFECTIVE SEPTEMBER 8, 2020. MS.
SHERIDAN IS BEING APPOINTED TO FULFILL THE UNEXPIRED TERM OF
MR. WAYNE BECK WHICH WILL EXPIRE ON FEBRUARY 9, 2024.

[Resolution-2020 Appt. Mary Jo Sheridan to Land Bank.pdf](#)

7.B FOR CONSIDERATION BY THE COMMITTEE ON RULES - FOR ADOPTION -
RESOLUTION NO. 86, 2020 - RE-APPOINTMENT OF ANTHONY SANTOLI,
1041 PRESCOTT AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER
OF THE SHADE TREE COMMISSION FOR AN ADDITIONAL FIVE (5) YEAR

TERM EFFECTIVE OCTOBER 29, 2020. MR. SANTOLI'S CURRENT TERM IS SCHEDULED TO EXPIRE ON OCTOBER 29, 2020 AND NEW TERM WILL EXPIRE ON OCTOBER 29, 2025.

[Resolution-2020 Re-Appt Anthony Santoli Shade Tree Commission.pdf](#)

- 7.C FOR CONSIDERATION BY THE COMMITTEE ON COMMUNITY DEVELOPMENT - FOR ADOPTION - RESOLUTION NO. 87, 2020 - AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO EXECUTE AND ENTER INTO AN AGREEMENT WITH NORTHEASTERN PENNSYLVANIA ALLIANCE, 1151 OAK ST. PITTSTON, PENNSYLVANIA 18640-3726 TO PROVIDE THE CITY OF SCRANTON AND OECD WITH UNDERWRITING SERVICES AND SUPPORT FOR THEIR VARIOUS LOAN AND GRANT PROGRAMS.

[Resolution-2020 Agreement with Northeastern Pennsylvania Alliance.pdf](#)

- 7.D FOR CONSIDERATION BY THE COMMITTEE ON PUBLIC SAFETY - FOR ADOPTION - RESOLUTION NO. 88, 2020 - AUTHORIZING THE COORDINATOR OF EMERGENCY MANAGEMENT, AL LUCAS, TO ACT AS AN AGENT FOR THE CITY OF SCRANTON FOR EMERGENCY AND DISASTER RELIEF PURSUANT TO THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT, AND AUTHORIZING CITY OFFICIALS TO EXECUTE THE DESIGNATION OF AGENT AND THE PEMA PUBLIC DISASTER ASSISTANCE APPLICATION AND AGREEMENT FOR FINANCIAL ASSISTANCE.

[Resolution-2020 Emergency Disaster Relief, Al Lucas.pdf](#)

8. ADJOURNMENT



LACKAWANNA COUNTY

PLANNING COMMISSION

123 Wyoming Avenue - 5th Floor - Scranton, PA 18503

Phone: (570) 963-6400 Fax: (570) 963-6364

www.lackawannacounty.org

SUBDIVISION AND LAND DEVELOPMENT EVALUATION

Received: 20-Oct-20

Reviewed: 20-Oct-20

Returned: 12-Nov-20

File Box ID: 75--1A

Reviewer: JP

Planning Region: 4

Review Fee: \$100.00

GENERAL INFORMATION

Development Name: CL&W Inc. N. Washington

Municipality: Scranton

Municipal Classification:

☒ City

☐ Borough

☐ Township

Property Location: Corner of N. Washington & Larch

Nearest Intersection: N. Washington & Poplar

Zoning District: I-L

School District: Scranton

Owner: CL & W Incorporated

Address: 400 Mill Street
Dunmore, PA 18512

Developer: N/A

Address:

Plan Prepared By: LaBella

Address: 1000 Dunham Dr., Suite B
Dunmore, PA 18512

DEVELOPMENT DESCRIPTION

Plan Type: Minor Subdivision

Development Type:

☐ Single-Family Residential

☐ Multi-Family Residential

☐ Commercial/Professional

☐ Industrial

☒ Land Only

☐ Other

☐ Unknown

Lots or Units:
(Including any residual land)

2

Acreage:
(residual land excluded)

3.85

Square Footage:
(non-residential buildings only)

0

**Public Improvements
Proposed:**

☐ Yes

☒ No

New Roads:
(lineal feet)

0

Specific Details:

Two separate parcels of land owned by same company and with separate tax parcel ID numbers, changing the lot line location.

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COUNCIL/CITY CLERK

PUBLIC UTILITY SERVICE INFORMATION

Telephone: Verizon

Electric: PPL Electric Utilities

Cable: Comcast

Sewer: PA American/formerly SSA

Water: PA American

Natural Gas: UGI Penn Natural

Existing Utilities at Site?

☒ Yes

☐ No

**Act 247 Water
Certification Provided?**

☐ Yes

☐ No

☒ N/A

LAND-USE/ENVIRONMENTAL COMPLIANCE

Compliance with Municipal Comprehensive Plan?

☒ Yes

☐ No

☐ N/A

☐ See Comments

Compliance with Municipal Zoning?

☒ Yes

☐ No

☐ N/A

☐ See Comments

Compliance with Municipal Sub/Land Dev?

☒ Yes

☐ No

☐ N/A

☐ See Comments

Any Floodplain Affected by Development?

☐ Yes

☒ No

☐ See Comments

Any Wetlands Affected by Development?

☐ Yes

☒ No

☐ See Comments

COMMENTS:

Other Agencies That May Require Permits/Approvals:

County Engineer: Driveway Permit

Additional Comments:

RECOMMENDATION TO MUNICIPALITY:

- ☒ APPROVAL
☐ DENIAL
☐ CONDITIONAL APPROVAL
☐ NONE
☐ WITHHELD

Reviewer: _____

JoAnn Pane

DRAFT

OFFICE USE ONLY

Revised Plan? _____

- ☐ Yes ☒ No

If Yes, date of First Submission: _____

Review Fee Paid? _____

- ☒ Yes
☐ No
☐ Exempt

30-day Letter Issued? _____

- ☒ Yes ☐ No

If Yes, to whom?

Municipality
Plan Preparer

From: David Trevisani
Sent: Monday, October 26, 2020 8:32 AM
To: Lori Reed
Cc: Robert Sweet; Ben Anderson; William Gaughan
Subject: Oct 20th CDPS Council update

Good morning Lori. At our recent Council Caucus meeting various Council members had questions related to the operations of the Scranton parking system. The following are my responses. Could you please forward to the Council at your earliest convenience. Thanks and happy to answer any follow up questions. Have a great day.

How much in citation revenue is collected by CDPS. For 2019 ABM issued citations totaling \$509,470 and collected \$312,048 or 61%. The balance \$197,422 was sent to the Magistrate for collection. Of this amount ABM only collected \$38,435 or 19.5%. An effective immobilization system will encourage parkers to pay for their parking as opposed to risking receiving a citation thereby reducing the numbers of citations issued and increase collections for those who receive a citation.

How often are on street pay stations out of service. On the average there are 3 Pay Stations per day that need attention and are out of service for repairs. ABM employs a full time technician that handles first level repairs and pay stations are out of service for no more than 24 hours per occurrence. We have 188 Pay Stations for the On-Street System so the % of Pay Stations out of service daily is 1.6%.

Occupancy of parking garages. 2019 and 2020 YTD occupancy for the individual garages is as follows.

	<u>2019</u>	<u>2020 YTD</u>
Medallion	38%	19%
Casey	27%	12%
Connell	100%	67%
Linden	28%	30%
Electric City	26%	0% closed for Construction
Marketplace	51%	36%
Overall Avg	42%	27%

Please feel free to reach out with any questions.

Dave

David Trevisani
Senior Director
National Development Council

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OCT 26 2020

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CITATION COLLECTION OVER THE LAST TWO YEARS

	2018	% Collected	2019	% Collected
Total Annual Citation Revenue	\$ 483,110.00		\$ 509,470.00	
Citation Revenue Collected by ABM	\$ 303,378.00	62.8%	\$ 312,048.00	61.2%
Uncollected Citations sent to the Magistrate	\$ 179,732.00	37.2%	\$ 197,422.00	38.8%
Citation Revenue Collected by the Magistrate	\$ 37,981.41	21.1%	\$ 38,435.84	19.5%
Citation Revenue not Collected by the Magistrate	\$ 141,750.59	78.9%	\$ 158,986.16	80.5%

**SINGLE TAX OFFICE
CITY FUNDS DISTRIBUTED
COMPARISON 2019 - 2020**

	<u>YTD</u> <u>10/31/2019</u>		<u>YTD</u> <u>10/31/2020</u>	<u>Increase</u> <u>(Decrease)</u>	<u>Increase</u> <u>(Decrease)</u>
Real Estate	\$28,885,077.71	\$	28,935,538.32	\$50,460.61	0.2%
Delinquent Real Estate	\$1,488,247.92	\$	1,310,379.37	(\$177,868.55)	-12.0%
LST/EMS	\$3,919,322.28	\$	3,796,155.20	(\$123,167.08)	-3.1%
Bus Priv/Merc	\$2,526,299.87	\$	2,471,422.10	(\$54,877.77)	-2.2%
TOTALS	\$36,818,947.78		\$36,513,494.99	(\$305,452.79)	

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OCT 30 2020

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Lori Reed

From: John Murray
Sent: Thursday, October 22, 2020 5:47 PM
To: Paige Cognetti; Bill Gaughan; Kyle Donahue; Mark McAndrew; Jessica Rothchild; Thomas S. Schuster; Lori Reed; Carl Deeley; Joe O'Brien (jobrien@scrantonpa.gov); Eileen Cipriani; Tom Preambo; Tom Oleski; Amber Viola; Frank Swietnicki; Leonard Namiotka; John Judge; Rebecca McMullen
Subject: January through October Overtime Expenses
Attachments: Payroll Overtime Jan to October by Department.xlsx

Dear Mayor, Councilpersons, Department Heads,

As a follow up to the six month overtime report I have compiled the numbers for the third quarter and have produced a nine month cumulative report for your review. Should you not see a department listed, or a particular month omitted, there was no overtime for that period. The departments, or cost centers within departments, that are over their budgeted overtime dollars are as follows:

Law Department	\$ 1,161.74	No overtime in budget
Police	\$ 62,398.46	over 8.91% - budgeted amount for the year is \$700,000, \$762,398.46 spent thus far
Fire	\$ 118,825.63	over 36.56% - budgeted amount for the year is \$325,000, \$443,825.63 spent thus far
DPW Administration	\$ 561.10	over 224% - budgeted amount for the year is \$250, \$811.10 spent thus far
DPW Cleaning & Maintenance	\$ 1,953.15	over 192% - budgeted amount for the year is \$1,000, \$2,953.15 spent thus far
DPW Garages	\$ 3,077.37	over 24.62% - budgeted amount for the year is \$12,500, \$15,577.37 spent thus far
• DPW overall is under budget by 6.32% or \$12,749.48		
Single Tax Office	\$ 1,988.59	over 106.06% - budgeted amount for the year is \$1,875, \$3,863.59 spent thus far
Parks and Recreation	\$ 3,753.53	over 16.60% - budgeted amount for the year is \$22,500, \$26,235.53 spent thus far
Neighborhood Police Patrol (OECD)	\$ 8,555.49	no overtime in budget

The numbers above represent a total over expenditure of 14.45% or \$182,640.92 versus the approved total overtime budget of \$1,254,125. I am not aware if any of these funds are COVID-19 reimbursable.

Should you have any questions please do not hesitate to contact me.

Stay safe,

John J. Murray

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OCT 22 2020

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DEPARTMENT	ACCOUNT CENTER	MONTH	TOTALS	Difference		
				2020 BUDGET	OVER/ (UNDER)	% Used vs Total Budget
Total City Council	101020	Jan thru Oct	\$180.86	\$500.00	(\$319.14)	36.17%
LIPS	101051	January	\$173.72			
LIPS	101051	February	\$116.53			
LIPS	101051	July	\$96.16			
LIPS	101051	August	\$0.00			
LIPS	101051	September				
LIPS	101051	October				
LIPS	101051	November				
LIPS	101051	December				
Total LIPS	101051	Total	\$386.41	\$2,500.00	(\$2,113.59)	15.46%
Law Dept	101060	January	\$772.01			
Law Dept	101060	March	\$389.73			
Law Dept	101060	July	\$0.00			
Law Dept	101060	August	\$0.00			
Law Dept	101060	September	\$0.00			
Law Dept	101060	October				
Law Dept	101060	November				
Law Dept	101060	December				
Total Law Dept	101060	Total	\$1,161.74	\$0.00	\$1,161.74	* No O/T Budget
Police	101071	January	\$92,044.14			
Police	101071	February	\$39,064.48			
Police	101071	March	\$96,380.63			
Police	101071	April	\$49,036.14			
Police	101071	May	\$55,049.35			
Police	101071	June	\$101,557.21			
Police	101071	July	\$95,309.65			
Police	101071	August	\$128,365.41			
Police	101071	September	\$105,591.45			
Police	101071	October				
Police	101071	November				
Police	101071	December				
Total Police	101071	Total	\$762,398.46	\$700,000.00	\$62,398.46	108.91%
Fire	101077	January	\$2,797.55			
Fire	101077	February	\$2,399.76			
Fire	101077	March	\$4,546.14			
Fire	101077	April	\$1,206.73			
Fire	101077	May	\$671.89			
Fire	101077	June	\$685.26			
Fire	101077	July	\$8,044.49			

Fire	101077	August	\$7,286.76			
Fire	101077	September	\$7,192.82			
Fire	101077	October				
Fire	101077	November				
Fire	101077	December				
Fire	101077	Total	\$34,831.40			
Fire	101078	January	\$31,412.58			
Fire	101078	February	\$31,536.01			
Fire	101078	March	\$61,111.61			
Fire	101078	April	\$31,429.21			
Fire	101078	May	\$12,074.55			
Fire	101078	June	\$16,284.55			
Fire	101078	July	\$68,993.50			
Fire	101078	August	\$68,607.46			
Fire	101078	September	\$87,544.76			
Fire	101078	October				
Fire	101078	November				
Fire	101078	December				
Fire	101078	Total	\$408,994.23			
Total Fire Department			\$443,825.63	\$325,000.00	\$118,825.63	136.56%
DPW Admin	101080	February	\$1.75			
DPW Admin	101080	July	\$0.00			
DPW Admin	101080	August	\$0.00			
DPW Admin	101080	September	\$809.35			
DPW Admin	101080	October				
DPW Admin	101080	November				
DPW Admin	101080	December				
DPW Admin	101080	Total	\$811.10	\$250.00	\$561.10	324.44%
DPW Engineering	101081	January	\$87.40			
DPW Engineering	101081	February	\$501.95			
DPW Engineering	101081	April	\$0.34			
DPW Engineering	101081	May	\$193.61			
DPW Engineering	101081	June	\$831.10			
DPW Engineering	101081	July	\$650.40			
DPW Engineering	101081	August	\$471.69			
DPW Engineering	101081	September	\$266.21			
DPW Engineering	101081	October				
DPW Engineering	101081	November				
DPW Engineering	101081	December				

DPW Engineering	101081	Total	\$3,002.70	\$5,500.00	(\$2,497.30)	54.59%
DPW Cleaning and Maintenance(1)	101082	March	\$217.04			
DPW Cleaning and Maintenance(1)	101082	June	\$649.38			
DPW Cleaning and Maintenance(1)	101082	July	\$740.18			
DPW Cleaning and Maintenance(1)	101082	August	\$697.02			
DPW Cleaning and Maintenance(1)	101082	September	\$649.53			
DPW Cleaning and Maintenance(1)	101082	October				
DPW Cleaning and Maintenance(1)	101082	November				
DPW Cleaning and Maintenance(1)	101082	December				
DPW Cleaning and Maintenance(1)	101082	Total	\$2,953.15	\$1,000.00	\$1,953.15	295.32%
DPW Highways	101083	January	\$15,302.74			
DPW Highways	101083	February	\$22,914.95			
DPW Highways	101083	March	\$6,248.29			
DPW Highways	101083	April	\$5,576.24			
DPW Highways	101083	May	\$10,995.82			
DPW Highways	101083	June	\$5,403.76			
DPW Highways	101083	July	\$4,574.00			
DPW Highways	101083	August	\$4,336.79			
DPW Highways	101083	September	\$4,334.69			
DPW Highways	101083	October				
DPW Highways	101083	November				
DPW Highways	101083	December				
DPW Highways	101083	Total	\$79,687.28	\$82,500.00	(\$2,812.72)	96.59%
DPW Refuse	101084	January	\$25,867.48			
DPW Refuse	101084	February	\$15,863.34			
DPW Refuse	101084	March	\$1,739.70			
DPW Refuse	101084	April	\$993.19			
DPW Refuse	101084	May	\$10,794.21			
DPW Refuse	101084	June	\$11,263.96			
DPW Refuse	101084	July	\$12,186.16			
DPW Refuse	101084	August	\$6,190.72			
DPW Refuse	101084	September	\$2,879.51			
DPW Refuse	101084	October				
DPW Refuse	101084	November				
DPW Refuse	101084	December				
DPW Refuse	101084	Total	\$87,778.27	\$100,000.00	(\$12,221.73)	87.78%
DPW Garages	101085	January	\$4,349.61			
DPW Garages	101085	February	\$6,013.84			
DPW Garages	101085	March	\$2,010.55			
DPW Garages	101085	April	\$144.34			

DPW Garages	101085	May	\$832.40			
DPW Garages	101085	June	\$1,065.91			
DPW Garages	101085	July	\$876.89			
DPW Garages	101085	August	\$283.83			
DPW Garages	101085	September	\$0.00			
DPW Garages	101085	October				
DPW Garages	101085	November				
DPW Garages	101085	December				
DPW Garages	101085	Total	\$15,577.37	\$12,500.00	\$3,077.37	124.62%
Total DPW			\$189,000.52	\$201,750.00	(\$12,749.48)	93.68%
Single Tax Office	101090	January	\$360.34			
Single Tax Office	101090	February	\$389.25			
Single Tax Office	101090	March	\$389.25			
Single Tax Office	101090	April	\$389.25			
Single Tax Office	101090	May	\$778.50			
Single Tax Office	101090	June	\$389.25			
Single Tax Office	101090	July	\$389.25			
Single Tax Office	101090	August	\$389.25			
Single Tax Office	101090	September	\$389.25			
Single Tax Office	101090	October				
Single Tax Office	101090	November				
Single Tax Office	101090	December				
Total Single Tax Office	101090	Total	\$3,863.59	\$1,875.00	\$1,988.59	206.06%
Parks and Recreation	101100	January	\$1,078.96			
Parks and Recreation	101100	February	\$4,775.33			
Parks and Recreation	101100	March	\$2,973.43			
Parks and Recreation	101100	April	\$473.61			
Parks and Recreation	101100	July	\$1,085.60			
Parks and Recreation	101100	August	\$6,163.94			
Parks and Recreation	101100	September	\$9,684.66			
Parks and Recreation	101100	October				
Parks and Recreation	101100	November				
Parks and Recreation	101100	December				
Total Parks and Recreation	101100	Total	\$26,235.53	\$22,500.00	\$3,735.53	116.60%
NPP (OECD)	102515	January	\$198.46			
NPP (OECD)	102515	February	\$99.23			
NPP (OECD)	102515	March	\$396.92			
NPP (OECD)	102515	April	\$347.31			
NPP (OECD)	102515	May	\$0.00			
NPP (OECD)	102515	June	\$1,017.13			

NPP (OECD)	102515	July	\$1,712.24			
NPP (OECD)	102515	August	\$1,762.60			
NPP (OECD)	102515	September	\$3,021.60			
NPP (OECD)	102515	October				
NPP (OECD)	102515	November				
NPP (OECD)	102515	December				
Total NPP (OECD)	102515	Total	\$8,555.49	\$0.00	\$8,555.49	100.00% * No O/T Budget
Total OECD	150513	Total	\$1,157.69	\$0.00	\$1,157.69	100.00% * No O/T Budget
			\$1,436,765.92	\$1,254,125.00	\$182,640.92	114.56%

(1) under LIPS Supervision

FILE OF THE COUNCIL NO. _____

2020

AN ORDINANCE

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO DONATE AN OBSOLETE AND INACTIVE FIRE ENGINE TO JOHNSON COLLEGE FOR USE.

WHEREAS, the City of Scranton Fire Department is in possession of an obsolete fire engine, vehicle #E-15, 1989 Sutphen Truck, with a vehicle identification number of 1S9A1BBD3K1003704, which is inactive; and

WHEREAS, NFPA 1901 recommends apparatus over fifteen years be placed in reserve status; and

WHEREAS, NFPA 1901 recommends apparatus with open cab designs be removed from service; and

WHEREAS, repair of said engine is cost prohibitive; and

WHEREAS, Johnson College has a program to teach students about automotive and heavy machinery technology; and

WHEREAS, Johnson College desires to procure the fire engine to help educate students; and

WHEREAS, procurement of the fire engine would allow the students at Johnson College to train in automotive and/or heavy machinery technology; and

WHEREAS, the City of Scranton is not able to effectively use said fire engine; and

WHEREAS, the City of Scranton wishes to promote public safety by donating said fire engine for use by the students at Johnson College.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate officials of the City of Scranton are authorized to donate an obsolete and inactive fire engine to Johnson College. Those same officials are hereby authorized to execute any and all documents necessary to effectuate the transfer of the vehicle and title.

SECTION 1. If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decisions shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Ordinance of any

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO DONATE AN OBSOLETE AND INACTIVE FIRE ENGINE TO JOHNSON COLLEGE FOR USE.

- ***What Department is this legislation originating from? Where did the initiative for this legislation originate?***

The legislation originated from the Scranton Fire Department having discussions with Johnson Technical College to better utilize the fire engine for purposes other than selling it for scrap value. The scrap value for the vehicle would be approximately .04 to .05 cents per pound or approximately \$1,100 in value to the City.

- ***Summary and Facts of the legislation***

The City of Scranton no longer has use for this fire engine as it is now thirty years old and has served the City well as a frontline engine and reserve apparatus during its tenure. This fire engine was initially purchased and served as Engine 4 which served the downtown business district for approximately eight years (1989-1997). The Fire Engine then became Engine 15 which served the Petersburg Area of the City on Ash Street until the closure of that fire station in 2011. The Fire Engine was then placed into reserve status from 2011 until it was taken out of service in 2019. Due to its age, open cab design, and recommendations by the National Fire Protection Association it has been permanently taken out of service.

- ***Purpose – please include the following in the explanation:***

- ***What does the legislation do – what are the specific goals/tasks the legislation seek to accomplish?***

The legislation seeks to donate the fire engine to Johnson Technical College so they may use it in their diesel automotive program to help educate students on engine repair.

- ***What are the benefits of doing this/Down-side of doing this?***

Benefits - The benefits to donating this engine are to partner with community organizations to support their mission and in this case more specifically educational endeavors for students within the City of Scranton

Downside – The downside would be a loss of approximately \$1,100 in revenue that would be gained by the sale of this apparatus at scrap value.

- ***How does this legislation relate to the City's Vision/Mission/Priorities***

The legislation seeks to establish, maintain, and foster partnerships with educational institutions within the City of Scranton. The City's vision of enhancing opportunities for partnerships and service with organizations in the City is aligned with this ordinance.

- ***Financial Impact – please include the following in the explanation:***

Legislative Cover Sheet – Scranton City Council

- ***Cost (initial and ongoing)***

The cost would be approximately \$1,100 in loss revenue to the City, however simply scrapping this vehicle would be a detriment to the potential use of this vehicle to another organization. Attempts have been made in the past to sell vehicles, however the market for a vehicle such as this is essentially non-existent due to lack of parts and the vehicle's overall age.

- ***Benefits (initial and ongoing)***

The ability for another organization to use this vehicle as an educational tool is an ongoing benefit as Johnson Technical College will be able to use it for years to come.

- ***Funding Sources – please include the following in the explanation:
If transferring funds, please ensure specific accounts are noted; if appropriating funds from a grant, list the agency awarding the grant.***

N/A

- ***Priority Status/Deadlines, if any***

Johnson Technical College is currently in a position to begin using this vehicle immediately in their diesel automotive program. Currently the vehicle is being stored outside as the Fire Department has no indoor room to house the vehicle. The changing weather and arrival of winter will further degrade this vehicle and the City may then need to have it towed to its final destination. In its current condition the vehicle could be driven to Johnson Technical College and Title could be signed over to the institution with no cost to the City.

- ***Why should the Council unanimously support this legislation?***

A unanimous vote by council would show support for organizations within the City of Scranton and strengthen our resolve and commitment to being a partner with organizations within the City.

- ***Include any other pertinent details and/or relevant information that the Council should be aware of:***

N/A.



DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

OCTOBER 20, 2020

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED
OCT 20 2020

Dear Honorable Council Members:

OFFICE OF CITY
COUNCIL/CITY CLERK

ATTACHED IS AN ORDINANCE AUTHORIZING THE MAYOR AND
OTHER APPROPRIATE OFFICIALS OF THE CITY OF SCRANTON TO DONATE
AN OBSOLETE AND INACTIVE FIRE ENGINE TO JOHNSON COLLEGE FOR
USE.

Very truly yours,

Joseph A. O'Brien
Joseph A. O'Brien, Esquire
Acting City Solicitor

JAO/sl

RESOLUTION NO. _____

2020

APPOINTMENT OF MARY JO SHERIDAN, 1213 SCHLAGER STREET, SCRANTON, PENNSYLVANIA, 18504, TO SERVE AS A MEMBER OF THE LAND BANK EFFECTIVE SEPTEMBER 8, 2020. MS. SHERIDAN IS BEING APPOINTED TO FULFILL THE UNEXPIRED TERM OF MR. WAYNE BECK WHICH WILL EXPIRE ON FEBRUARY 9, 2024.

WHEREAS, the Mayor of the City of Scranton desires to appoint Mary Jo Sheridan as a member of the Land Bank effective September 8, 2020 to fulfill the unexpired term of Mr. Wayne Beck. Therefore, Ms. Sheridan will serve the remainder of the term for Mr. Beck which will expire on February 9, 2024; and

WHEREAS, Mary Jo Sheridan has the requisite, experience, education and training necessary to serve as a member of the Land Bank.

NOW, THEREFORE, BE IT RESOLVED that Mary Jo Sheridan, 1213 Schlager Street, Scranton, Pennsylvania is hereby appointed as a member of the Land Bank effective as of September 8, 2020 and her term will expire on February 9, 2024.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



OFFICE OF THE MAYOR

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4101

October 13, 2020

Honorable Council of the City of Scranton
340 N. Washington Avenue
Scranton, PA 18503

Dear Council Members:

Please be advised that I am appointing Mary Jo Sheridan, 1213 Schlager Street, Scranton, Pennsylvania, 18504, to serve as a member of the Land Bank effective September 8, 2020.

Ms. Sheridan will fill the unexpired term of Wayne Back. Ms. Sheridan's term will expire on February 9, 2024.

I respectfully request City Council's concurrence in this appointment.

Sincerely,

Paige G. Cagnetti
Mayor, City of Scranton
PGC/ac

CC: Lackawanna County Commissioners
Atty. Don Fredrickson, Lackawanna County Solicitor
Joseph O'Brien, Esq., Acting City Solicitor
Mary Jo Sheridan



DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

October 13, 2020

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED
OCT 20 2020

Dear Honorable Council Members:

OFFICE OF CITY
COUNCIL/CITY CLERK

ATTACHED IS A RESOLUTION FOR THE APPOINTMENT OF MARY JO SHERIDAN, 1213 SCHLAGER STREET, SCRANTON, PENNSYLVANIA, 18505, TO SERVE AS A MEMBER OF THE LAND BANK EFFECTIVE SEPTEMBER 8, 2020. MS. SHERIDAN IS BEING APPOINTED TO FULFILL THE UNEXPIRED TERM OF MR. WAYNE BECK WHICH WILL EXPIRE ON FEBRUARY 9, 2020.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

Joseph A. O'Brien (S)
Joseph A. O'Brien, Esquire
Acting City Solicitor

JAO/sl

RESOLUTION NO. _____

2020

RE-APPOINTMENT OF ANTHONY SANTOLI, 1041 PRESCOTT AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SHADE TREE COMMISSION FOR AN ADDITIONAL FIVE (5) YEAR TERM EFFECTIVE OCTOBER 29, 2020. MR. SANTOLI'S CURRENT TERM IS SCHEDULED TO EXPIRE ON OCTOBER 29, 2020 AND NEW TERM WILL EXPIRE ON OCTOBER 29, 2025.

WHEREAS, Anthony Santoli's current term on the Shade Tree Commission is scheduled to expire October 29, 2020; and

WHEREAS, the Mayor of the City of Scranton desires to re-appoint Anthony Santoli as a member of the Shade Tree Commission for an additional five (5) year term effective October 29, 2020. His new term will expire on October 29, 2025; and

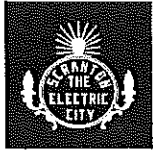
WHEREAS, Anthony Santoli has the requisite experience, education and training necessary to serve as a member of the Shade Tree Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Anthony Santoli, 1041 Prescott Avenue, Scranton, Pennsylvania 18510 is hereby re-appointed to the Shade Tree Commission for a five (5) year term effective October 29, 2020. His new term will expire on October 29, 2025.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.



OFFICE OF THE MAYOR

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4101

October 8, 2020

Honorable Council of the City of Scranton
340 N. Washington Avenue
Scranton, PA 18503

RE: Shade Tree Commission Reappointment

Dear Council Members:

Please be advised that I am reappointing Anthony Santoli, 1041 Prescott Ave., Scranton, PA, 18510, as a member of the Shade Tree Commission effective October 29, 2020.

Mr. Santoli is being reappointed to a (5) year term that will expire on October 29, 2025.

I respectfully request City Council's concurrence in this reappointment.

Sincerely,

Paige G. Cagnetti,
Mayor, City of Scranton

PGC/ac

Cc: Scranton Shade Tree Commission
Joseph O'Brien, Esq. City Solicitor
Carl Deeley, Business Administrator
Anthony Santoli



DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

October 13, 2020

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION RE-APPOINTMENT OF ANTHONY SANTOLI, 1041 PRESCOTT AVENUE, SCRANTON, PENNSYLVANIA, 18510 AS A MEMBER OF THE SHADE TREE COMMISSION FOR AN ADDITIONAL FIVE (5) YEAR TERM EFFECTIVE OCTOBER 29, 2020. MR. SANTOLI'S CURRENT TERM IS SCHEDULED TO EXPIRE ON OCTOBER 29, 2020 AND NEW TERM WILL EXPIRE ON OCTOBER 29, 2025.

THE ADMINISTRATION HAS VERIFIED THAT THE APPOINTEE HAS NO DELINQUENT CITY TAX OR REFUSE PAYMENTS DUE.

Respectfully,

A handwritten signature in cursive script that reads "Joseph A. O'Brien" followed by a large, stylized initial "S" in parentheses.

Joseph A. O'Brien, Esquire
Acting City Solicitor

JAO/sl

RESOLUTION NO. _____

2020

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO EXECUTE AND ENTER INTO AN AGREEMENT WITH NORTHEASTERN PENNSYLVANIA ALLIANCE, 1151 OAK ST. PITTSBURGH, PENNSYLVANIA 15201-3726 TO PROVIDE THE CITY OF SCRANTON AND OECD WITH UNDERWRITING SERVICES AND SUPPORT FOR THEIR VARIOUS LOAN AND GRANT PROGRAMS.

WHEREAS, the City of Scranton, through its Office of Economic and Community Development, administers various loan and grant programs; and

WHEREAS, in connection with such loan and grant programs, the City of Scranton Office of Economic and Community Development publicly sought requests for proposals to provide underwriting services for the loan and grant programs, attached hereto as Exhibit "A"; and

WHEREAS, the most qualified proposal received to provide underwriting services was submitted by Northeastern Pennsylvania Alliance, attached hereto as Exhibit "B"; and

WHEREAS, the City of Scranton desires to accept the proposal of Northeastern Pennsylvania Alliance to provide underwriting services by entering into the Agreement attached hereto as Exhibit "C" and incorporated herein as if set forth at length.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that the Mayor and other appropriate City Officials are hereby authorized to execute and enter into an Agreement, substantially in the form attached hereto as Exhibit "C", with Northeastern Alliance to provide underwriting services.

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, Known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO EXECUTE AND ENTER INTO AN AGREEMENT WITH NORTHEASTERN PENNSYLVANIA ALLIANCE, 1151 OAK ST., PITTSBURGH, PENNSYLVANIA 15201-3726 TO PROVIDE THE CITY OF SCRANTON AND OECD WITH UNDERWRITING SERVICES AND SUPPORT FOR THEIR VARIOUS LOAN AND GRANT PROGRAMS

- *What Department is this legislation originating from? Where did the initiative for this legislation originate?*

OECD - RFP for Underwriting Services. The City of Scranton is providing loans in the amount of \$3,000.00 - \$250,000.00 to small businesses in the City of Scranton as part of the underwriting loan services. NEPA Alliance will assist the City of Scranton in providing underwriting services and support on applicants seeking said loans. NEPA Alliance will receive \$500 per application for services, not to exceed \$20,000.00 per calendar year.

- *Summary and Facts of the legislation*

After publicly seeking requests for proposals to provide underwriting services for the loan and grant services, OECD seeks to contract with NEPA Alliance to provide underwriting services for OECD loan and grant programs. NEPA Alliance was the most qualified proposal to provide the underwriting services.

- *Purpose – please include the following in the explanation:*

- *What does the legislation do – what are the specific goals/tasks the legislation seek to accomplish?*

Legislation will allow OECD to streamline and professionalize the underwriting component of its loan and grant programs.

- *What are the benefits of doing this/Down-side of doing this?*

Benefits - allow OECD to streamline and professionalize the underwriting component of its loan and grant programs

Downside - N/A.

- *How does this legislation relate to the City's Vision/Mission/Priorities*

As the office of OECD functions to identify grant and loan programs to help the City by supporting a variety of community and economic development initiatives, the ability to streamline the underwriting process will help to obtain the funds to support the initiatives for the benefit of the City of Scranton and its residents.

- *Financial Impact – please include the following in the explanation:*

- *Cost (initial and ongoing)*

NEPA Alliance will be compensated \$500 for each application reviewed regardless of outcome of application. The maximum amount to be billed within any calendar year is not to exceed \$20,000.00.

- ***Benefits (initial and ongoing)***

The benefit of this legislation will ensure that the loan applications will be processed promptly.

- ***Funding Sources – please include the following in the explanation:
If transferring funds, please ensure specific accounts are noted; if appropriating funds from a grant, list the agency awarding the grant.***

OECD funds

- ***Priority Status/Deadlines, if any***

The Office of OECD would like to enter into the Memorandum of Understanding as soon as possible.

- ***Why should the Council unanimously support this legislation?***

This legislation would allow OECD to streamline and professionalize the underwriting of the OECD grant and loan programs.

- ***Include any other pertinent details and/or relevant information that the Council should be aware of:***

None at this time.



City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4216

REQUEST FOR PROPOSALS

Electronic proposals will be received by the City of Scranton via **online** submissions to the Drop Box labeled **"OECD Loan Underwriting Company RFP"** until 10:00 a.m. _____ 2020, at which time such proposals will be opened in the City Council Chambers for the following:

CITY OF SCRANTON OECD Loan Underwriting Company

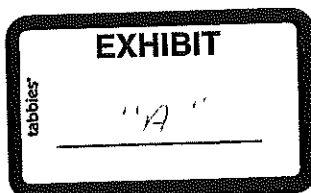
All proposals shall be in accordance with the provisions of the Request for Proposals (RFP) which is now available and can be picked up at the Office of the Bureau of Purchasing, 4th Floor, City Hall, 340 North Washington Avenue, Scranton, PA 18503.

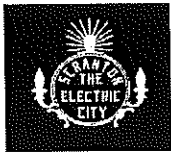
Online Drop Box proposals will be received and identified by "Proposal – RFP – OECD Loan Underwriting Company." The proposals should be downloaded to the City Controller's Office drop box labeled "OECD Loan Underwriting RFP" by the date and time specified above.

The link to the drop box is as follows: _____

If you have any questions, please contact Tiffany Cross-Luciani tcluciani@scrantonpa.gov, as noted in the Request for Proposals.

Eileen Cipriani, MS
Executive Director of OECD





I. GENERAL INFORMATION

A. PURPOSE

This Request for Proposals (RFP) provides interested parties with sufficient information to prepare and submit proposals for consideration by the City of Scranton for Office of Economic and Community Development (OECD) **Loan Underwriting Company RFP**.

B. ISSUING OFFICE

1. This Request for Proposals is issued for the City of Scranton Office of Economic and Community Development (OECD). City of Scranton OECD is the sole point of contact for questions pertaining to this Request for Proposals. The submittal of proposals must be submitted not later than 10:00 a.m. on _____ to:

City of Scranton Office of the City Controller
_____(Dropbox Link)

2. The Proposal shall be submitted by online Drop Box submission labeled:

"Proposal – RFP – OECD Loan Underwriting Company RFP."

3. Proposals will be handled confidentially by the City during the pre-award process.
4. The proposal shall be binding for a period of ninety (90) days from the due date for submission.
5. The City of Scranton will not be responsible for any expenses incurred by a proposer in connection with this procurement.

C. SCOPE OF SERVICES

The underwriting company shall provide an itemization of the fees it will charge for the following services:

1. Provide any certifications which may be held by the submitting organization
2. Receives Loan applications from applying businesses via the Office of Economic and Community Development (OECD)
3. Reviews application to ensure accuracy and that all necessary information is completed with each application
4. Following the guidelines of the funding source (HUD, DCED, etc.) make recommendation to approve or decline the business application
5. Once an application is approved, the underwriter shall providing a details explanation for such determination
6. If an application is declined, the underwriter shall providing a details explanation for such determination

D. QUESTIONS

Any questions regarding this Request for Proposals should be directed to the Office of Economic and Community Development via email only to: **Tiffany Cross-Luciani at tcluciani@scrantonpa.gov**.



City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4216

All questions must be received by 2:00 p.m. on _____, 2020. Inquiries received after 2:00 p.m. will not receive responses. **No telephone calls with questions will be taken.**

E. ADDENDA

To ensure consistent interpretation of certain items, answers to questions the City deems to be in the interest of all will be made available to all respondents. *Responses to questions will be issued in the form of an Addendum to the Request for Proposals.*

F. PUBLIC OPENING

Drop box Proposals will be opened and can be watched using the following livestream link on _____ 2020 at 10 am: _____

II. GENERAL CONDITIONS

A. No verbal information to bidders will be binding on the City. The written requirements will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the Request for Proposals will be made in the form of a written communication emailed to all prospective proposers. The communications shall then be considered to be part of the Request for Proposals.

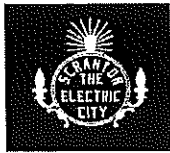
B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the request.

C. The City of Scranton reserves the right to reject any and all proposals submitted and to request additional information from any Proposer. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. Proposals may be rejected and negotiations terminated by the City. The award will be based on the offers submitted, as well as any and all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City.

D. The award will be made to that responsive and responsible proposer whose proposal, conforming to requirements of the request, will be most advantageous to the City, price and other factors considered. The award may or may not be made to the firm with the lowest cost.

E. The City shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the Request for Proposals. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the Proposer. Any such adjustments in price shall be made in writing.

F. After notice from the City, the selected proposer will be required to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the selected proposer, then the City reserves the right to retract the Notice of Award and enter into a contract with another proposer.



G. Proposals must be in typewritten form. Unsigned proposals will not be accepted. Proposers are expected to examine the content of the request and respond accordingly. Failure to do so will be at the Proposer's risk.

H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City.

I. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the bid opening date and may be extended at the agreement of both parties.

J. AUTHORITY

The Office of Economic and Community Development has the sole responsibility to respond to inquiries regarding the Request for Proposals.

K. COMPLIANCE WITH LAWS

The firm selected shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the performance of the contract. The firm selected shall also maintain any licenses issued by the City and/or its third party, including, but not limited to licenses to perform electrical, plumbing, HVAC, construction, etc. and be in good standing with all City departments and its affiliates. Failure to maintain required licenses and be in good standing may result in bid disqualification and/or voiding of any contract that may result therefrom.

L. CONTRACTOR COMPLIANCE

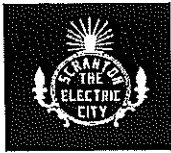
If applicable, each respondent is required to be in compliance with the City of Scranton local tax requirements. Failure to be in compliance with City of Scranton local tax requirements may result in bid disqualification and/or voiding of any contract that may result therefrom.

M. CONTRACT TERMINATION

A contract may be canceled by the City by giving the respondent written notice of intent to cancel.

N. CONTROLLING LAW

This Request for Proposals is governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.



O. PROPOSAL INSURANCE REQUIREMENTS

By submitting a Proposal, the proposer agrees that it now carries or will carry throughout the term of any Contract generated as a result of this Request for Proposals, at a minimum, the following types and amounts of insurance:

Workers' Compensation	Statutory
Employer's Liability	\$500,000
Professional Liability	\$1,000,000 each occurrence
Comprehensive General Liability (including Blanket Contractual Liability Insurance)	\$1,000,000 aggregate
Bodily Injury \$1,000,000 each occurrence \$1,000,000 aggregate	\$1,000,000 each person
Property Damage	\$500,000 each occurrence
Personal Injury	\$500,000
Comprehensive Automobile Liability	
Bodily Injury \$500,000 each occurrence	\$300,000 each person
Property Damage	\$500,000 each occurrence

Certificates of Insurance shall be furnished to the City of Scranton upon request.

P. BIDDER'S ETHICS AND COLLUSION

Collusive Bidding: Any firm that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different proposer, or any two or more firms that agree to fix their respective proposals in such a manner as to be awarded the contract shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Bribery: Any firm that attempts to influence a City official to award this contract to such proposer's firm by promising to provide or by providing to such City official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such firm shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any firm that knows of any City official having a material direct or indirect financial interest in such proposer's firm shall be required to submit a written statement, along with the Form of Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the firm's disqualification from further consideration of award of this contract.



Q. INDEMNIFICATION

This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

R. OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by the City or the City's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law. The following are not subject to disclosure under an exception in the Law:

1. A proposal pertaining to the City's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all bids; and
2. Financial information of a bidder or proposer requested in an invitation to bid or request for proposals to demonstrate the bidder's or proposer's economic capability.

S. TRANSFERS AND ASSIGNMENTS

1. Consultant shall not, without written consent of the City, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of the City shall render this agreement null and void.
2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against the respondent, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

III. PROBLEM STATEMENT

The Request for Proposals format for professional services enables the City to thoroughly evaluate the conditions for selection such as prior class action legal experience with sufficient flexibility in awarding the contract.

A. REJECTION OF PROPOSALS

The City of Scranton reserves the right to reject any and all proposals received resulting from this request and to negotiate with those respondents deemed finalists.

B. INCURRING COSTS

The City of Scranton will not be liable for costs incurred by the selected proposer prior to the issuance of a contract.

C. PRE-PROPOSAL CONFERENCE



City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4216

A pre-proposal conference will not be held.

D. REFERENCES

As a requirement for consideration, proposals must include at least two (2) references, including contact information, who can attest to the attributes of the proposer. Experience in roadway improvement projects will be given greater consideration in the evaluation of the proposals.

IV. CRITERIA FOR SELECTION

A. EVALUATION PROTOCOL

All proposals received by the City of Scranton will be reviewed by the City Office of Economic and Community Development. The Office of Economic and Community Development Department will review the merits of content and select the proposal which most closely meets the requirements of the Request for Proposals. The final selection may not be the lowest cost proposal but that which most closely meets the requirements of the City.

B. SELECTION BASED ON QUALIFICATIONS

The proposal selected by the City Office of Economic and Community Development Department will be deemed to respond most favorably to the requirements of the Request.

Conditions relevant to evaluation will include:

1. The experience of the proposer in title search projects;
2. The resources and ability of the proposer to complete the work requested in a timely and professional manner;
3. The experience of the proposer for overseeing the title search project, including bidding and oversight; and
4. The projected overall cost to the City of Scranton.

V. PROPOSAL REQUIREMENTS

Proposals must meet the identified criteria and format. Consideration will be based on compliance with those requirements. All other information considered relevant by the proposer will be included as addenda information to the proposal.

A. STATEMENT OF SERVICES RENDERED

The proposer will identify the scope of services provided to the City of Scranton for its **OECD Loan Underwriting Company Projects**.

B. MANAGEMENT SUMMARY

Provide a narrative description of the proposed effort and a list of services delivered by the proposer.

C. ACTION PLAN

Describe in narrative form a proposed plan of action for accomplishing the objectives of the Project. A detailed time line for implementation, the reaching of each milestone of the project, and completion must be provided. The City plans to implement the project as quickly as possible, and to have the entire project completed by 2023. The City retains the right to negotiate the timing of the project's implementation and completion, as well as the right to reject any Proposal containing a timeline not in conformity with the City's proposed implementation and completion dates.



D. EXPERIENCE

Include examples of experience as an engineer for any real estate title search projects. The documentation of experience should include primary and secondary services, if applicable, and any pertinent experience of the support staff. References related to prior activities should be listed in the addenda section, including contact information.

E. PERSONNEL

Include the names of executive and professional personnel who will be assigned to the activities of the Real Estate Title Agencies: Title Searches for Demolition of Hazardous Structures Project, including support staff. Resumes for those assigned directly to the activities of this project may be included in the addenda section.

F. COST AND PRICE PROPOSAL

Payment for Services under this Project shall be on a time and materials, not-to-exceed fee basis. The Proposal shall include a Cost Proposal which shall identify a schedule of proposed hourly billing rates for all members of the Consulting Team, as well as a total not-to-exceed fee for all of the services required to complete this Project. The Proposal shall include a detailed spreadsheet showing the hours, labor costs, expenses and total cost for each task in the Project. The Cost Proposal shall include a not-to-exceed budget for reimbursable expenses, including, but not limited to mileage and document reproduction. The Cost Proposal shall also estimate all potential fees associated with obtaining all permits required to complete the Project in accordance with applicable laws. Expenses for telephone, facsimile and computer charges will not be allowed.

If the Proposer anticipates additional services not addressed in the Request for Proposals which, in its opinion, will be required to complete the Project, such additional services shall be noted, with a general explanation, a brief justification for the services, and a corresponding proposal for the same.

Unless otherwise approved in writing by the City's Business Administrator, the proposer selected shall not be entitled to any payment from the City in excess of the not-to-exceed fee provided.

G. AFFIDAVITS

The following affidavits are required by the City of Scranton:

- Affirmative Action Certificate
- Certificate of Non-Segregated Facilities
- Non-Collusion Affidavit

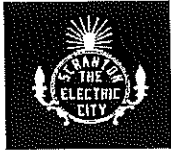
H. CONTRACT

The party selected for legal services will execute the City of Scranton's Office of Economic and Community Development services contract.

I. INSURANCE COVERAGE

All proposals submitted to the City of Scranton shall include the following:

- A statement of the prospective proposer's insurance coverage. The City requires the successful proposer to carry the types and amounts of insurance listed hereinabove. All



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insurance coverages should name the City of Scranton as an additional insured. All insurance coverages must be kept effective during the contract period. The loss of insurance coverages could result in contract termination;

- A statement of assurance attesting that the prospective proposer is not currently in violation of any regulatory rules and regulations that may impact its operations;
- A statement that the prospective proposer is not involved in any current litigation against the City of Scranton.

Attachment A. Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's

noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed and remedies invoked.

- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment B. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

DATE: _____

(Name of Bidder)

BY _____

TITLE _____

Attachment C. Non-Collusion Affidavit of Prime Bidder

STATE OF _____

COUNTY OF _____

_____, being
first duly sworn, deposes and says that:

1. He is _____
(Owner, partner, officer, representative or agent)

of _____, the Bidder that has
submitted the bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit
Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____
_____, 20____

(TITLE)

MY COMMISSION EXPIRES _____
_____, 20____

Disclosures by Current Contractors

1. Provide the names and titles of all individuals providing professional services to the City of Scranton, including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
 - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position;
 - List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.
2. Since January 1, 2011, have any of the individuals identified in paragraph two above been employed by the City of Scranton. If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.
3. Since January 1, 2011, has the Contractor employed paid compensation to a third party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton. This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.
4. Since January 1, 2011 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made. If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.
5. Since January 1, 2011, has the contractor made any Contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.
6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials. With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship.
7. Since January 1, 2011, has the Contractor conferred any gift of more than nominal value to any individual on the List of Municipal Officials. A gift includes money, services, loans, travel, and entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.

8. Did the Contractor make political contributions the meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.
9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton. If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sign the verification statement below.

VERIFICATION

I, _____, hereby state that I am _____
for _____, and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

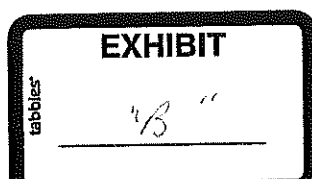
Signed: _____ Date: _____

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NORTHEASTERN PENNSYLVANIA ALLIANCE

The Northeastern Pennsylvania Alliance (NEPA) is one of seven sub-state regional agencies designated as a Local Development District by the state and federal governments to enhance economic and community development activities in the Commonwealth of Pennsylvania. The Alliance carries out its mission within a seven-county region of Northeastern Pennsylvania. The region is composed of Carbon, Lackawanna, Luzerne, Monroe, Pike, Schuylkill, and Wayne counties; has a total population of 975,000 and covers 4,400 square miles. The Alliance was organized in 1964 by the private sector that saw the need for a regional approach to economic and community development issues within the region. NEPA is now a public/private sector partnership with representation from government and non-governmental private sector organizations.

NEPA is governed by a 53-member Board of Directors headed by Board Chairman, Joseph Sebelin, and includes diverse representation from the seven-county region. The NEPA Board is 51% public sector. Jeffrey Box, President & CEO, provides executive leadership working with state and federal legislators to expand and explore opportunities that will be beneficial for Northeast Pennsylvania.

NEPA's Business Development Division helps businesses increase their marketplace through government contract assistance, expansion into international trade markets, the provision of low interest loan program opportunities, entrepreneurship support, e-business marketing, and assistance with many state and federal economic development initiatives and programs.

Transportation Division under a PennDOT contract, this division also administers a rural transportation improvement and planning program involving five counties within the northeast region. Service offerings also include consultation relative to current community development initiatives and programs, facilitating regional projects and special professional services contracts.

NEPA also administers and operates the Nonprofit & Community Assistance Center (NCAC), which focuses upon providing assistance to non-profit and community organizations throughout the seven-county region. NCAC offerings include grant funding search services, a funding assistance resource library, technical grant writing assistance, various professional and organizational development seminars and the presentation of the annual NCAC Community Awards Program, recognizing outstanding community service projects and activities within the region.

NEPA is a public/private partnership with representation from government and private sector investors. NEPA's goal is to provide a quality menu of programs and services that best match the needs of our partners, while adding value to the region.

NORTHEASTERN PENNSYLVANIA ALLIANCE ORGANIZATIONAL PROFILE

Firm Name & Address: Northeastern Pennsylvania Alliance (NEPA)
1151 Oak St.
Pittston, Pennsylvania 18640-3726

Internet Address: www.nepa-alliance.org

Year Firm Established: 1964

Name of Principal to Contact: Mr. Stephen Ursich
Title: V.P. – Business Development Services
Email: sursich@nepa-alliance.org
Telephone: 570-891-4649
Fax: 570-654-5137

Firm Identification Number: 23-1652755

Number of employees: 24 full time

Counties Served: Carbon, Lackawanna, Luzerne, Monroe, Pike, Schuylkill & Wayne

Affiliations:

- Appalachian Regional Commission (ARC)
- Economic Development Administration (EDA)
- Local Development District Association of Pennsylvania (LDDAP)
- Pennsylvania Department of Transportation Planning Partner (Rural Planning Organization)
- Pennsylvania State Data Center
- Lackawanna/Luzerne Metropolitan Planning Organization (MPO)
- American Planning Association (APA)
- National Association of Development Organizations (NADO)

Regional Committees Convened by NEPA:

- Blue Ribbon Task Force
- Focus 81 Committee
- Business Loan Review Committee

PROPOSED PROFESSIONAL CONSULTATION SERVICES

WORK PLAN APPROACH

In accordance with the Request For Proposals announced by the City of Scranton Office of Economic and Community Development (OECD), NEPA has developed the following proposal to provide professional consultation assistance with the objective of assisting the City of Scranton OECD with properly and efficiently process loan requests put forth to the OECD.

I. PURPOSE

This proposal will therefore define the parameters for the participation of the Northeastern Pennsylvania Alliance in a professional consultation role with the City of Scranton OECD, the specific scope of services that NEPA will provide, and the terms and conditions under which they would be provided.

II. OBJECTIVES

The overall objective of NEPA's involvement is to provide The City of Scranton OECD with underwriting services and support for their various loan programs.

III. SCOPE OF SERVICES

In order to achieve the objectives of this project, NEPA will:

- A. Accept Loan packages from the City of Scranton OECD. Evaluate those packages for accuracy, thoroughness, and completeness.
- B. NEPA Alliance shall be responsible for evaluating each application as per loan policy, work plan or other loan agreement with funders as per the City of Scranton OECD guidelines and requirements.
- C. NEPA Alliance will prepare a Credit Memorandum (Credit Memo) as per standard NEPA Alliance practice. The Credit Memo will include a summary of the company, transaction information (sources and uses), credit and cash flow analysis. Upon completion of the credit memo, NEPA Alliance will provide a credit recommendation associated with the credit package.
- D. NEPA Alliance will then provide the City of Scranton OECD a copy of the Credit Memo, Copy of Credit Report and a summary of the recommendation. It will ultimately be upon The City of Scranton OECD and its designees to determine whether to pursue the recommendation of NEPA Alliance.
- E. Within this Scope of Services, NEPA Alliance will not provide closing, loan servicing or other related services to the City of Scranton OECD.

- F. NEPA Alliance will assist the City of Scranton OECD in marketing the various loan programs to the mutual benefit of businesses within the City of Scranton, the City of Scranton and NEPA Alliance.

IV. COOPERATION OF OFFICIALS AND EMPLOYEES

In order to successfully fulfill its role as proposed, NEPA must receive the full cooperation of the members of the City of Scranton Office of Economic and Community Development and its employees, and conversely such cooperation will be provided by NEPA.

V. TIME OF PERFORMANCE

NEPA is prepared to begin its involvement in October 2020, and would endeavor to meet all reasonable timetable expectations of the City of Scranton OECD.

VI. COMPENSATION/FEES

Proposal One: NEPA Alliance will be compensated \$500 for each application reviewed on behalf of the City of Scranton, regardless of outcome of application (approval, decline or withdrawal). The maximum amount to be billed within any given calendar year not to exceed \$20,000. Any applications processed in excess of 40 applications within that calendar year, will be done without cost to the City of Scranton.

Proposal Two: NEPA Alliance will be compensated a flat annual fee of \$15,000 to provide the City of Scranton with loan underwriting services as outlined above.

VII. TERMINATION OF SERVICES

NEPA's services may be terminated at any time by the City without additional cost other than the amount earned monthly under this contract. There shall be no liability for further or additional payments by the City of Scranton beyond the month of termination.

VIII. WITHDRAWAL OF PROPOSAL

NEPA reserves the right to withdraw or alter the terms of this proposal if not favorably acted upon by the City of Scranton within 30 days.

IX. MODIFICATIONS TO SCOPE OF SERVICES

This Scope of Services can be modified only with the written approval of the parties.



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MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SCRANTON'S OFFICE OF ECONOMIC AND COMMUNITY DEVELOPMENT
AND
NEPA ALLIANCE

This Memorandum of Understanding (hereinafter referred to as the "MOU") entered into as of the _____ day of _____, 2020 by and between the **CITY OF SCRANTON'S OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT** located at the Municipal Building, 340 North Washington Avenue, Scranton, Pennsylvania 18503 (hereinafter referred to as the "OECD") is hereby made and entered into by and between **NEPA ALLIANCE** located at 1151 Oak Street, Pittston, Pennsylvania 18640

WHEREAS, the City of Scranton (hereinafter referred to as the "Grantee") has applied for and received funds from the Economic Development Administration Revolving Loan Fund; and

WHEREAS, the City of Scranton is providing loans in the amount of \$3,000 to \$250,000 to small businesses in the City of Scranton as part of the underwriting loan services; and

WHEREAS, NEPA Alliance will assist the City of Scranton in providing underwriting services and support on applicants seeking said loans; and

WHEREAS, NEPA Alliance will received \$500 per application for stated services, which is not to exceed \$20,000 in a calendar year.

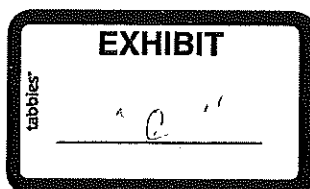
A. PURPOSE:

The foregoing recitals and all exhibits, if any, attached to this MOU are incorporated by reference into and made a part of this MOU.

The purpose of this MOU is for NEPA Alliance to assist the City of Scranton in providing Underwriting Loan Services on applicants for the City's various loan programs.

B. OECD / SCOPE OF WORK:

OECD will receive Loan applications from applying businesses, vet business for delinquent taxes and fees due to City of Scranton draft all Loan documents as well as pay NEPA Alliance \$500 per application to provide underwriting loan services.





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NEPA Alliance / SCOPE OF WORK:

- A. Accept Loan packages from the City of Scranton OECD. Evaluate those packages for accuracy, thoroughness, and completeness.
- B. NEPA Alliance shall be responsible for evaluating each application as per loan policy, work plan or other loan agreement with funders as per the City of Scranton OECD guidelines and requirements.
- C. NEPA Alliance will prepare a Credit Memorandum (Credit Memo) as per standard NEPA Alliance practice. The Credit Memo will include a summary of the company, transaction information (sources and uses), credit and cash flow analysis. Upon completion of the credit memo, NEPA Alliance will provide a credit recommendation associated with the credit package.
- D. NEPA Alliance will then provide the City of Scranton OECD a copy of the Credit Memo, Copy of Credit Report and a summary of the recommendation. It will ultimately be upon The City of Scranton OECD and its designees to determine whether to pursue the recommendation of NEPA Alliance.
- E. Within this Scope of Services, NEPA Alliance will not provide closing, loan servicing or other related services to the City of Scranton OECD.
- F. NEPA Alliance will assist the City of Scranton OECD in marketing the various loan programs to the mutual benefit of businesses within the City of Scranton, the City of Scranton and NEPA Alliance.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- 1. MODIFICATION - Modifications to this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.
- 2. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts OECD or the Foundation from participating in similar activities with other public or private agencies, organizations, and individuals.



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3. TERMINATION. This agreement shall not be terminated by either party in whole, or in part, at any time before the date of expiration, unless for cause.
4. COMMUNICATION and details concerning this MOU shall be directed to the following representatives:

OECD

Eileen Ciprianni
OECD Executive Director
340 North Washington Ave
Scranton, PA 18503
570-348-4216

NEPA Alliance

Jeff Box
President & CEO
1151 Oak St
Pittston, PA 18640
570-655-5581

5. NON-FUND OBLIGATING DOCUMENT - This agreement is neither a fiscal nor a fund obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Each party shall be fiscally responsible for their own portion of work performed under the MOU.
6. GRANT FUND COMPLIANCE – NEPA Alliance shall comply with all City Requirements concerning said loans.
7. CONFLICT OF INTEREST - This agreement is subject to the provisions of Federal Regulation (HUD) and the State of Pennsylvania may cancel this agreement if any person significantly involved in negotiating, drafting, securing or obtaining this agreement for or on behalf of OECD becomes an employee or a consultant to any other party with reference to the subject matter of this agreement while this agreement or any extension thereof is in effect.
8. COMPLIANCE - The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
9. COMMENCEMENT/EXPIRATION DATE - This agreement is executed as of the date of last signature and is effective through **October 30, 2024** at which time it will expire unless extended.



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10. LIABILITIES - It is understood that neither party to this Memorandum of Understanding (MOU) is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.

INTENTIONALLY LEFT BLANK



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IN WITNESS WHEREOF the parties hereto have, in due form of law have caused this Memorandum of Understanding (MOU) to be executed by their duly authorized representatives of the last written date below.

CITY OF SCRANTON

Attesting to Signatures Only:

City Clerk

BY _____
Mayor, City of Scranton

Date

Date

BY _____
Executive Director, OECD

BY _____
City Controller

Date

Date

APPROVED AS TO FORM:

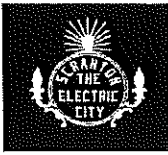
City Solicitor

Date

NEPA ALLIANCE

President/ CEO

Date



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Legislative Cover Sheet – Scranton City Council

What Department is this legislation originating from? Where did the initiative for this legislation originate?

OECD

RFP for Underwriting Services

Summary and Facts of the legislation

Contract with NEPA Alliance to provide underwriting services for OECD loan and grant programs.
NEPA Alliance was the most qualified proposal to provide the underwriting services

Purpose – please include the following in the explanation:

Legislation will allow OECD to streamline and professionalize the underwriting component of its loan and grant programs

Financial Impact – please include the following in the explanation:

Cost (initial and ongoing)

Benefits (initial and ongoing)

Funding Sources – please include the following in the explanation:

OECD funds

Priority Status/Deadlines, if any

Why should the Council unanimously support this legislation?

Would streamline and professionalize the underwriting of the OECD grant and loan programs

Include any other pertinent details and/or relevant information that the Council should be aware of:



DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

October 20, 2020

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED
OCT 20 2020

OFFICE OF CITY
COUNCIL/CITY CLERK

Dear Honorable Council Members:

ATTACHED IS A RESOLUTION AUTHORIZING THE MAYOR AND OTHER APPROPRIATE CITY OFFICIALS FOR THE CITY OF SCRANTON TO EXECUTE AND ENTER INTO AN AGREEMENT WITH NORTHEASTERN PENNSYLVANIA ALLIANCE, 1151 OAK ST., PITTSBURGH, PENNSYLVANIA 15222-3726 TO PROVIDE THE CITY OF SCRANTON AND OECD WITH UNDERWRITING SERVICES AND SUPPORT FOR THEIR VARIOUS LOAN AND GRANT PROGRAMS.

Very truly yours,

A handwritten signature in cursive script that reads "Joseph A. O'Brien (s)".

Joseph A. O'Brien, Esquire
City Solicitor

RESOLUTION NO. _____

2020

AUTHORIZING THE COORDINATOR OF EMERGENCY MANAGEMENT , AL LUCAS, TO ACT AS AN AGENT FOR THE CITY OF SCRANTON FOR EMERGENCY AND DISASTER RELIEF PURSUANT TO THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT, AND AUTHORIZING CITY OFFICIALS TO EXECUTE THE DESIGNATION OF AGENT AND THE PEMA PUBLIC DISASTER ASSISTANCE APPLICATION AND AGREEMENT FOR FINANCIAL ASSISTANCE.

WHEREAS, the Pennsylvania Emergency Management Agency ("PEMA") requires municipalities to execute a Designation of Agent form for the purposes of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the "Act"); and

WHEREAS, the appropriate agent for the City of Scranton for emergency management coordination is the Coordinator of Emergency Management, Al Lucas; and

WHEREAS, the City wishes to appoint Coordinator of Emergency Management, Al Lucas, to act as an agent for the City of Scranton for emergency and disaster relief pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and

WHEREAS, the City wishes to apply for and enter into an Agreement with the Commonwealth of Pennsylvania through its Pennsylvania Emergency Management Agency for the grant of disaster assistance funds relating to the COVID-19 pandemic (4506 DR PA).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SCRANTON that Coordinator of Emergency Management, Al Lucas, is designated the "Agent" for purposes of the Robert T. Stafford Disaster Relief and Emergency Assistance Act ("ACT") and any and all appropriate City officials, in particular the Business Administrator, are authorized to execute the Designation of Agent and PEMA Public Disaster Assistance Application and Agreement for financial assistance, copies of which are attached here as Exhibits "A" and "B."

SECTION 1. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Resolution so long as it remains legally enforceable minus the invalid portion. The City reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interests of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 2. This Resolution shall become effective immediately upon approval.

SECTION 3. This Resolution is enacted by the Council of the City of Scranton under the authority of the Act of Legislature, April 13, 1972, Act No. 62, Known as the "Home Rule Charter and Optional Plans Law", and any other applicable law arising under the laws of the State of Pennsylvania.

AUTHORIZING THE COORDINATOR OF EMERGENCY MANAGEMENT , AL LUCAS, TO ACT AS AN AGENT FOR THE CITY OF SCRANTON FOR EMERGENCY AND DISASTER RELIEF PURSUANT TO THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT, AND AUHORIZING CITY OFFICIALS TO EXECUTE THE DESIGNATION OF AGENT AND THE PEMA PUBLIC DISASTER ASSISTANCE APPLICATION AND AGREEMENT FOR FINANCIAL ASSISTANCE.

- *What Department is this legislation originating from? Where did the initiative for this legislation originate?*

Scranton Fire Department

- *Summary and Facts of the legislation*

The Pennsylvania Emergency Management Agency (“PEMA”) requires municipalities to execute a Designation of Agent form for the purposes of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The appropriate agent for the City of Scranton for emergency management coordination is the Coordinator of Emergency Management, Al Lucas. This legislation allows the City wishes to apply for and enter into an Agreement with the Commonwealth of Pennsylvania through its Pennsylvania Emergency Management Agency for the grant of disaster assistance funds relating to the COVID-19 pandemic (4506 DR PA) with Al Lucas as the Agent.

- *Purpose – please include the following in the explanation:*

- *What does the legislation do – what are the specific goals/tasks the legislation seek to accomplish?*

Allows Al Lucas to apply for any funds available pertaining to the COVID19 emergency

- *What are the benefits of doing this/Down-side of doing this?*

Benefits – Grant Monies

Downside – N/A.

- *How does this legislation relate to the City’s Vision/Mission/Priorities*

The Robert T. Stafford Disaster Relief and Emergency Assistance Act is a 1988 United States federal law designed to bring an orderly and systematic means of federal natural disaster assistance for state and local governments in carrying out their responsibilities to aid citizens. Congress' intention was to encourage states and localities to develop comprehensive disaster preparedness plans, prepare for better intergovernmental coordination in the face of a disaster, encourage the use of insurance coverage, and provide federal assistance programs for losses due to a disaster. By designating Al Lucas as the Agent, the City of Scranton can apply for assistance for measures taken to protect the public health and safety due to COVID 19.

Legislative Cover Sheet – Scranton City Council

- ***Financial Impact – please include the following in the explanation:***

- ***Cost (initial and ongoing)***

No costs

- ***Benefits (initial and ongoing)***

Grant Monies now and until the emergency ends

- ***Funding Sources – please include the following in the explanation:***

If transferring funds, please ensure specific accounts are noted; if appropriating funds from a grant, list the agency awarding the grant.

- ***Priority Status/Deadlines, if any***

High Priority

- ***Why should the Council unanimously support this legislation?***

This legislation will allow our agent, Al Lucas, to seek reimbursement for emergency protective measures taken to protect public health and safety as a result of COVID-19.

- ***Include any other pertinent details and/or relevant information that the Council should be aware of:***

None at this time.

DESIGNATION OF AGENT RESOLUTION

FOR: City of Scranton Covid 19 - DR4506
 (Enter Name of Disaster or Number) (see attached)

BE IT RESOLVED BY City Council **OF** City of Scranton
 (Governing Body) (Public Entity)

THAT Al Lucas, Coordinator Of Emergency Management
 (Name of Applicant Agent) (Title)

IS HEREBY AUTHORIZED TO EXECUTE FOR AND IN BEHALF OF

City of Scranton, Lackawanna County,
 (Public Entity) (County)

a public entity established under the laws of the Commonwealth of Pennsylvania, all required forms and documents for the purpose of obtaining financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

Passed and approved this _____ day of _____, 20____.

_____ (Name)	_____ (Title)	_____ (Signature)
_____ (Name)	_____ (Title)	_____ (Signature)
_____ (Name)	_____ (Title)	_____ (Signature)
_____ (Name)	_____ (Title)	_____ (Signature)
_____ (Name)	_____ (Title)	_____ (Signature)

CERTIFICATION

I, _____, duly appointed and _____
 (Name) (Title)

of _____, do hereby certify that the above is a true and correct copy of
 (Public Entity)

a resolution passed and approved by the _____
 (Governing Body)

of _____ on the _____ day of _____, 20____.
 (Public Entity)

 (Signature) (Official Position) (Date)

EXHIBIT

tabbles

"A"

**COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE GRANT PROGRAM AGREEMENT**

NAME OF APPLICANT: <u>City of Scranton</u>	
COMPLETE MAILING ADDRESS: <u>Municipal Building</u>	
<u>340 North Washington Avenue</u>	
<u>Scranton</u> , Pennsylvania, Zip <u>18503</u>	COUNTY: <u>Lackawanna</u>
TELEPHONE No: (<u>570</u>) - <u>348</u> - <u>4105</u>	FEDERAL EIN: <u>24</u> - <u>6000704</u>
APPLICANT'S AGENT NAME: <u>Al Lucas</u>	EMAIL: <u>alucas@scrantonpa.gov</u>
PROJECT APPLICATION NUMBER: <u>FEMA - 4506 - DR - PA -</u>	

(Assigned by PEMA)

This Public Assistance Grant Program Agreement ("Agreement") is entered by and between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Pennsylvania Emergency Management Agency ("PEMA") and the above-named Applicant. This Agreement shall apply to the grant of all Public Assistance funds provided by, or through, the Commonwealth, to the Applicant.

The parties, intending to be legally bound, agree as follows:

PERIOD OF PERFORMANCE

1. The Applicant shall complete all approved work items within the time limits that are established by the Governor's Authorized Representative or the federal government. Time limits for project completion begin with the date of the disaster declaration, unless appropriate time extensions are requested and granted by PEMA and the Federal Emergency Management Agency ("FEMA").
 - a. **Debris Removal (Category A) and Emergency Protective Measures (Category B)** shall be completed within six months from the date of the disaster declaration.
 - b. **Permanent Work (Categories C through G)** shall be completed within 18 months from the date of the disaster declaration.
2. The term of this Agreement and any time extensions to the Period of Performance shall be deemed extended upon written notice to the Applicant by PEMA without the need to amend this Agreement.

PROJECT WORKSHEET AND FUNDING

3. The Applicant shall be responsible to provide the data required for the development of the **Project Worksheet**, which provides the basis for the scope and funding of this Agreement and is subject to approval by both PEMA and FEMA. Once executed by the Applicant and FEMA, the completed Project Worksheet shall be incorporated into this Agreement as **Attachment A**. The scope of the Project Worksheet may be amended through a revised

EXHIBIT

tabbies

"B"

version of the Project Worksheet executed by FEMA without the need to amend this Agreement.

4. The funding amount referenced in the Project Worksheet is subject to the obligation of federal funds to the Commonwealth. The amount may be increased or decreased through a written notice to the Applicant from PEMA or FEMA without the need to amend this Agreement.
5. The Commonwealth will make payments to the Applicant through the Pennsylvania Electronic Payment Program ("PEPP") Automated Clearing House ("ACH") Network. Within 30 days of the Applicant's Briefing, the Applicant must submit its PEPP Enrollment Form to PEMA, Bureau of Recovery and Mitigation ("BORM"), 1310 Elmerton Avenue, Harrisburg, PA 17110.

APPLICANT CERTIFICATIONS

6. The Applicant's Agent certifies that he or she has the legal authority to apply for Public Assistance on behalf of the Applicant and is authorized to execute all required forms on behalf of the Applicant.
7. The Applicant certifies that elected officials or governing body have been informed of the terms and conditions of this Agreement, which apply to the receipt of financial assistance.
8. The Applicant certifies that it is compliant with the requirements of the National Incident Management System ("NIMS").
9. The Applicant certifies that Public Assistance requested through the submission of its application does not and will not duplicate any financial assistance or cost reimbursement received for the same disaster cost or loss under any other program or from insurance or any other source.
10. The Applicant certifies that all costs claimed under this Agreement are for actual costs incurred by the Applicant in the performance of authorized work as defined in the eligibility criteria established by FEMA.
11. The Applicant certifies that it is in full compliance with all provisions of Pennsylvania's Flood Plain Management Act, 32 P.S. §§ 679.101 *et seq.* and Pennsylvania's Storm Water Management Act, 32 P.S. §§ 680.1 *et seq.* that apply to the Applicant.
12. If the Agreement includes provisions for Debris Removal, the Applicant certifies that it has quantified debris deposits; performed all contracting, permitting and debris removal monitoring; has documentation tracking removal and disposal of debris at pre-approved permitted disposal sites; and has met all related requirements as contained in FEMA publication 325 (Debris Management Guide), FEMA publication 329 (Debris Management Brochure), Sections 403 and 407 of the Stafford Act (42 U.S.C. §§ 5170b and 5173), section 206.224 of Title 44 of the Code of Federal Regulations ("CFR"), and any and all local, state and federal requirements pertinent thereto.

GOVERNING LEGAL REQUIREMENTS

13. The Applicant shall comply with all applicable federal, state, and local procurement laws, regulations or directives including, but not limited to, PEMA grants policies, Title 44 of the CFR, and Title 2 CFR Part 200. All provisions specified by applicable statutes, rules, regulations, directives and policies are incorporated as part of this Agreement. It is the affirmative, non-delegable duty of the Applicant and any employees, contractors, or other agents to maintain competency in and abide by all statutory, regulatory, and policy obligations imposed by the acceptance and expenditure of these federal grants.
14. The Applicant shall comply with the flood insurance purchase requirements of the Flood Disaster Protection Act, 42 U.S.C. §§ 4001 *et seq.*, as amended.
15. The Applicant shall comply with the requirements of the National Environmental Policy Act, 42 U.S.C. §§ 4321 *et seq.*, as amended, and its applicable Federal Regulations found at 44 CFR Part 10.
16. The Applicant shall comply with the requirements of the Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*, as amended.
17. The Applicant shall comply with the requirements of the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, as amended.
18. The Applicant shall comply with the requirements of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, as amended.
19. The Applicant shall comply with the requirements of the Endangered Species Act of 1973, 7 U.S.C. § 136, 16 U.S.C. §§ 1531 *et seq.*, as amended.
20. The Applicant shall comply with the requirements of the National Historic Preservation Act, 16 U.S.C. §§ 470 *et seq.*, as amended, and its applicable Federal Regulations found at 36 CFR Part 800 and 44 CFR Part 208.
21. The Applicant shall comply with the requirements of FEMA's disaster assistance regulations found at 44 CFR Part 206. The Applicant agrees to obtain or maintain the insurance FEMA requires as a condition of their funding. Insurance requirements will be specified within the project Subgrant Application.
22. The Applicant shall comply with those provisions of the Hatch Act, 5 U.S.C. § 7324 *et seq.*, as amended, which limits the political activities of public employees.

TERMS AND CONDITIONS

23. The Applicant shall comply with the Commonwealth's Standard Contract Terms and Conditions, which are attached as **Attachment B** and incorporated as part of this Agreement.

24. The Applicant shall use the Public Assistance funds granted through this Agreement solely for the purposes for which the funds are approved and provided by the federal government and the Commonwealth.
25. The Applicant shall hold the Commonwealth harmless from any and all claims, demands, lawsuits or other causes of action based upon or arising out of any activities performed by its employees, agents, representatives or independent contractors and subcontractors that involve Public Assistance projects and work-related activities that are funded either directly or indirectly by the Commonwealth.
26. The Applicant shall establish internal personnel safeguards which will prohibit employees from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other tie to the employee.
27. The Applicant shall comply with all applicable building codes and other standards adopted prior to the disaster declaration in completing all eligible projects that involve the repair or replacement of public facilities.
28. The Applicant shall not enter into any cost plus-percentage-of-cost contracts for the completion of any disaster restoration or repair work projects.
29. The Applicant shall not enter into any contract for which payment to the contractor is contingent upon receipt of federal or state funds.
30. The Applicant shall not enter into any contract with any party that has been debarred or suspended from either contracting with or participating in any federal or Commonwealth assistance programs.
31. The Subrecipient shall comply with the **Federal Funding Accountability and Transparency Act**, attached as **Attachment C**; the **Assurances - Non-Construction Programs** requirements, attached as **Attachment D**; and the **Assurances - Construction Programs** requirements, attached as **Attachment E**. These three attachments shall be completed by the Applicant prior to the execution of this Agreement and are incorporated as part of this Agreement.
32. Other than the provisions provided in paragraphs 2 through 4, this Agreement shall not be modified, amended, altered, or changed except by written amendment executed by the parties.

AUDITS

33. The Applicant agrees to comply with the audit requirements as set forth in the **Subrecipient Single Audit Clause**, attached as **Attachment F** and incorporated as part of this Agreement.

34. The Applicant shall provide federal and state agencies, as designated by the Governor's Authorized Representative, access to, and the right to examine, all records and documents that are related to this Public Assistance Grant.
35. The Applicant shall submit all periodic program and financial reports that are required by the Commonwealth to the appropriate Commonwealth agency.
36. The Applicant shall retain all cost-supporting records and documentation for a period of seven years from the date that it receives its final Public Assistance payment from the Commonwealth or the final audit of its financial records is completed, whichever is later.

TERMINATION

37. This Agreement may be terminated in whole, or in part, at any time before the term and performance period of this Agreement is completed:
 - a. Whenever it is determined that the terms and conditions of the Agreement have not been met. Prompt notification in writing of the termination, with effective date, will be made by PEMA. Payment or recoveries by PEMA shall be in accordance with the legal rights and obligations of the parties.
 - b. In the event that anticipated Federal funds are not obtained or continued at a sufficient level.
 - c. At the discretion of PEMA upon written notification to the Applicant with effective termination date. Payments or recoveries by PEMA shall be in accordance with the legal rights and obligations of the parties.
38. At any time, PEMA reserves the right to offset, withhold, deobligate, or recoup grant funds or payments for grant expenditures if PEMA determines that there has been a violation of this Agreement by the Applicant or if PEMA determines that the Applicant's expenditures are or were not eligible, proper, or allowable.

AUTHORITY TO EXECUTE AGREEMENT

39. This Agreement may be executed in counterparts. Each individual executing this Agreement on behalf of the Applicant represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the Applicant.

EFFECTIVE DATE

40. The term of this Agreement shall not commence until it is fully executed by all parties; until that date, this Agreement is not binding upon the parties in any way.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Agreement below and the Agreement shall become effective on the date of the last required Commonwealth signature:

ATTEST:

APPLICANT:

Witness Signature Date

Applicant's Agent Signature Date

Witness Name

Applicant's Agent Name and Title

Title

Government or Non-Profit Organization

ATTEST:

**COMMONWEALTH OF PENNSYLVANIA
PA EMERGENCY MANAGEMENT AGENCY**

Witness Signature Date

Governor's Authorized Representative Date
Signature

Witness Name

Name

THIS PAGE REQUIRES SIGNATURES

(Sign in ink and submit the original to PEMA)



DEPARTMENT OF LAW

City Hall | 340 North Washington Avenue | Scranton, PA 18503 | 570.348.4105

OCTOBER 20, 2020

To the Honorable Council
Of the City of Scranton
Municipal Building
Scranton, PA 18503

RECEIVED

OCT 20 2020

Dear Honorable Council Members:

OFFICE OF CITY
COUNCIL/CITY CLERK

ATTACHED IS A RESOLUTION AUTHORIZING THE COORDINATOR OF EMERGENCY MANAGEMENT, AL LUCAS, TO ACT AS AN AGENT FOR THE CITY OF SCRANTON FOR EMERGENCY AND DISASTER RELIEF PURSUANT TO THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT, AND AUTHORIZING CITY OFFICIALS TO EXECUTE THE DESIGNATION OF AGENT AND THE PEMA PUBLIC DISASTER ASSISTANCE APPLICATION AND AGREEMENT FOR FINANCIAL ASSISTANCE.

Very truly yours,

Joseph A. O'Brien (s)

Joseph A. O'Brien, Esquire
Acting City Solicitor

JAO/sl